



ALABAMA DEPARTMENT OF HUMAN RESOURCES REQUEST FOR PROPOSALS

PROCUREMENT INFORMATION	
RFP Number: 2006-300-01	RFP Title: Job Readiness Training
Proposal Due Date and Time: July 25, 2006 12:00 p.m., Central Time	Number of Pages: 44
Procurement Officer: Starr Stewart Phone: (334) 353-4744 E-mail Address: ssstewart@dhr.state.al.us Website: http://www.dhr.state.al.us	Issue Date: June 13, 2006
	Issuing Division: Family Assistance Division

INSTRUCTIONS TO VENDORS	
Submit Proposal to: Starr Stewart – Policy, Planning and Research Alabama Department of Human Resources Gordon Persons Building, Room 2344 50 Ripley Street Montgomery, AL 36130-4000	Label Envelope/Package: RFP Number: 2006-300-01 RFP Due Date: July 25, 2006
	Special Instructions:

VENDOR INFORMATION	
(Fill in the information fields below and return this form with RFP response)	
Vendor Name/Address:	Authorized Vendor Signatory: (Please print name and sign in ink)
Vendor Phone Number: ()	Vendor FAX Number: ()
Vendor Federal I.D. Number:	Vendor E-mail Address:
Indicate whether this proposal is an original or a copy. <input type="checkbox"/> Original <input type="checkbox"/> Copy	
Trade Secret Declarations: (<u>reference section/page(s) of trade secret declarations</u>)	

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VENDOR'S RFP CHECKLIST

1. _____ **Read the entire document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; licensing requirements; contractual requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the procurement officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the Department of any ambiguities, inconsistencies, or errors in the RFP.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFP. All addenda issued for an RFP are posted on the Department’s website at www.dhr.state.al.us and will include all questions asked and responses concerning the RFP.
5. _____ **Follow the format required in the RFP** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the Department or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the Department. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, budget forms, certification forms, etc.
8. _____ **Check the Department’s website for RFP addenda.** It is the vendor’s responsibility to check the Department’s website at www.dhr.state.al.us for any addenda issued for this RFP, no further notification will be provided.
9. _____ **Review and read the RFP document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and submit all required items on time. Late proposal responses are *never* accepted.

This checklist is provided for assistance only and should not be submitted with Vendor’s response.

SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Department's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 4:30 p.m., Central Time. The Department reserves the right, at its sole discretion, to adjust this schedule, as it deems necessary. Notification of any adjustment to the Schedule of Events shall be posted on the Department's website at www.dhr.state.al.us as detailed in Section 1.4.3 of this RFP. Vendors should refer to the website periodically for changes to the RFP.

EVENT	DATE
RFP Issue Date.....	June 13, 2006
Deadline for Receipt of Written Questions.....	June 27, 2006
Deadline for Posting of Written Responses to Questions	July 11, 2006
RFP Response Due Date	July 25, 2006
Evaluation of Proposals and Selection of Vendors	August 01-04, 2006
Intended Date for Notice of Intent to Award a Contract	August 11, 2006

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The ALABAMA DEPARTMENT OF HUMAN RESOURCES, (hereinafter referred to as “the Department”) invites qualified vendors to submit a proposal to provide **Job Readiness Training** to adult recipients of the cash assistance benefit known as Family Assistance (FA) in Alabama, also known as Temporary Assistance for Needy Families (TANF). A more complete description of the services sought for this project is provided in *Section 3, Scope of Project*. Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 ELIGIBLE ENTITIES

Eligible entities may include governmental agencies, faith-based organizations, non-governmental public or private organizations and individuals who: 1) are legally authorized to conduct business within the State of Alabama; 2) possess a high degree of professional skill in the area of service described in this document; 3) possess the skills needed to perform the services described in this RFP; and, 4) meet the terms and conditions of the RFP. In addition, Vendors must demonstrate the ability to manage Department funds in accordance with Federal and State regulations and guidelines.

1.2 CONTRACT TERM

The contract term is for a period of **three (3)** years beginning **October 01, 2006** and ending **September 30, 2009**. Renewals of the contract, as agreed upon by both parties, may be made at **one**-year intervals, or any interval that is advantageous to the Department, not to exceed a total of **two** years, at the option of the Department.

1.3 POINT OF CONTACT

From the date this Request for Proposal (RFP) is issued until the vendor selection is announced, all communication must be directed to the procurement officer in charge of this solicitation. **Vendors must not communicate with any Department staff or officials regarding this procurement with the exception of the procurement officer.** Any unauthorized contact will disqualify the Vendor from further consideration. Contact information for the point of contact is as follows:

Starr Stewart – Policy, Planning and Research
Alabama Department of Human Resources
50 Ripley Street, Room 2344
Montgomery, AL 36130-4000
Telephone Number: (334) 353-4744
E-mail Address: sstewart@dhr.state.al.us

1.4 REQUIRED REVIEW

1.4.1 REVIEW RFP

Vendors should carefully review the instructions, mandatory and general requirements, project specifications, and the standard terms and conditions in this RFP. After a thorough review of the RFP, if the Vendor identifies any ambiguity, inconsistency, unduly restrictive specifications, or error, promptly notify the procurement officer identified above in writing, via e-mail or courier by the deadline for receipt of questions as stated in the Schedule of Events.

1.4.2 VENDOR'S QUESTIONS

Vendors with questions or requiring clarification regarding any section of this RFP must submit written questions via e-mail or courier to the procurement officer referenced above on or before ***Tuesday, June 27, 2006 at 3:00 p.m.*** Each question must reference the section, page, and item in question. Vendors must submit all questions posed in a single email message to the procurement officer. Questions received after the deadline will not be considered.

1.4.3 DEPARTMENT'S RESPONSES

The Department will provide an official written answer by the close of business on ***Tuesday, July 11, 2006*** to all questions received by ***June 27, 2006***. The Department's response will either provide clarification of the applicable issue or be in the form of a correction to this RFP. Vendor questions and the Department's responses, as well as any formal written addendum will be posted on the Department's website at www.dhr.state.al.us by the close of business on the date listed.

1.5 MANDATORY REQUIREMENTS

All requirements described in this RFP are considered mandatory. Vendor's proposals ***must*** meet all general and mandatory requirements to be eligible for consideration. The Department will determine whether a Vendor's proposal complies with the requirements. Proposals that do not meet all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive. Proposals that do not meet the requirements 1.5.1 through 1.5.4 will be deemed non-responsive and no other consideration will be given.

1.5.1 DEADLINE FOR RECEIPT OF PROPOSALS

Proposals must adhere to the format requirements and must be received by the deadline for receipt of proposals as specified in the Schedule of Events and Section 1.7.1 *Required Copies and Deadline for Receipt of Proposals*.

1.5.2 TAXPAYER IDENTIFICATION VERIFICATION

Vendors must include a legible copy of their taxpayer identification letter from the Internal Revenue Service.

1.5.3 DISCLOSURE STATEMENT

Alabama law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama without submission of a completed Disclosure Statement to the Alabama Division of Purchasing. Disclosure Statements may be downloaded from the State Purchasing website at www.purchasing.alabama.gov.

1.5.4 AUTHORIZED VENDOR SIGNATORY

Vendors must provide an original proposal using the format described, with an original signature of person(s) legally authorized to bind the Vendor to the proposal.

1.6 GENERAL REQUIREMENTS

1.6.1 ACCEPTANCE OF STANDARD TERMS AND CONDITIONS

By submitting a response to this RFP, Vendor agrees to acceptance of the standard terms and conditions of this RFP. Requests for additions or exceptions to the standard terms and conditions including any necessary licenses, or any added provisions must be submitted to the procurement officer by the due date for receipt of written questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract.

1.6.2 UNDERSTANDING OF SPECIFICATIONS AND REQUIREMENTS

By submitting a response to this RFP, Vendor agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.6.3 PRIME CONTRACTOR/SUBCONTRACTORS

The prime contractor if a contract is awarded shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The contractor shall not assign, transfer or subcontract any portion of the contract without the written consent of the Department. The Contractor shall be responsible to the Department for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Any awards made as a result of this document will create a contractual relationship between the Contractor and the Department, not the subcontractor.

1.6.4 VENDOR'S SIGNATURE

An individual authorized to legally bind the organization submitting the proposal must sign the original proposal in ink. The Vendor's signature on a proposal in response to this RFP guarantees that the offer has been established without collusion that would preclude the Department from obtaining the best possible service for the best possible price.

1.7 SUBMITTING A PROPOSAL

1.7.1 REQUIRED COPIES AND DEADLINE FOR RECEIPT OF PROPOSALS

Vendors must submit one (1) original proposal and **seven (7)** copies and one (1) electronic (PDF preferred) copy on CD or DVD clearly labeled with the Vendor name to:

**Starr Stewart, Policy, Planning and Research
Alabama Department of Human Resources
Gordon Persons Building, Room 2344
50 Ripley Street
Montgomery, AL 36130-4000**

Proposals must subscribe to the section/subsection headings and numbering format as specified in *Section 4 Proposal Format and Instructions*. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **RFP# 2006-300-01**. ***Proposals must be received at the receptionist's desk of the Policy, Planning and Research by to 12:00 p.m., local time, Tuesday, July 25, 2006. Prior to due date, proposals may be delivered Monday through Friday between the hours of 8.00 a.m. and 4:30 p.m. Faxed and electronically submitted responses to requests for proposals are NOT accepted.***

1.7.2 FAILURE TO COMPLY WITH INSTRUCTIONS

Vendors failing to comply with these instructions may be deemed non-responsive or subject to point deductions. The Department may also choose to not evaluate, and disqualify from further consideration any proposals that do not follow the format described in *Section 4: Proposal Format and Instructions*, are difficult to understand or read, or are missing any requested information.

1.7.3 BUDGET FORMS

Vendors ***must*** respond to this RFP by utilizing the RFP Budget Forms found in Appendices D or F. These price sheets will be used as the primary representation of each Vendor's cost, and will be used extensively during proposal evaluations. Additional information should be included as necessary to explain in detail the Vendor's cost.

1.7.4 TIMELY SUBMITTED PROPOSALS

All timely submitted proposals and materials received in response to this RFP become the property of the Department and will be incorporated into any formal documentation and/or contract resulting from this RFP between the Department and the Vendor.

1.7.5 LATE PROPOSALS

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor or destroyed if requested.

SECTION 2: STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.). Any awards resulting from this RFP will be made based on stated evaluation criteria. The weight assigned to each criterion denotes the relative importance of that criterion. No criteria, other than that identified in this RFP, will be used.

2.1 VENDOR COMPETITION

In accordance with 45 CFR 74.43, the Department encourages free and open competition among Vendors. Whenever possible, the Department will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the Department's need to procure technically sound, cost-effective services and supplies

2.2 NONDISCRIMINATION

In accordance with 45 CFR 74.44, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal or Alabama State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Department or in the employment practices of the Department's contractors. Accordingly, all Vendors entering into contracts with the Department shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and Vendors, notices of nondiscrimination

2.3 PROPOSAL EFFECTIVE PERIOD

All proposals submitted in response to this RFP shall be effective for a 180-day period following the deadline for receipt of proposals as specified in the Schedule of Events and may not be modified, withdrawn or canceled by the Vendor during this period.

2.4 TRADE SECRETS

As part of the initial evaluation, the procurement officer in charge of this solicitation will review proposals received in response to this RFP, for any information deemed a "trade secret" by the vendor and separate identified parts of proposal from public viewing providing the following conditions have been met: (1) confidential information is clearly marked and separated from the rest of the proposal; (2) the proposal does not contain confidential material in the cost or price section; and (3) an affidavit from a Vendor's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. The Vendor's Legal Counsel must use the Department of Human Resources "Affidavit for Trade Secret Confidentiality" form when requesting the trade secret claim. The affidavit form (*Appendix C*) included in this RFP.

Information separated out under this process will be available for review only by the procurement officer, the evaluation committee members, and limited other designees. Vendors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.5 PRE-SCREENING AND EVALUATION OF PROPOSALS

2.5.1 PRE-SCREENING

During the pre-screening, proposals will be reviewed to ensure compliance with all general and mandatory requirements. Upon completion of this initial review they will be classified “responsive” or “non-responsive”. However; proposals may be found non-responsive at any time during the evaluation process if the proposal does not meet the formatting requirements specified in the RFP; if any of the required information is not provided; or the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP. Proposals declared non-responsive, will not receive further consideration.

2.5.2 EVALUATION OF PROPOSALS

All responsive proposals will be evaluation against the stated criteria. However, this does not preclude the Department from any discussions/negotiations or requests for a best and final offer that it may deem necessary to assist in determining the Vendor. In scoring against stated criteria, the Department may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses in terms of differing price, quality, and contractual factors to determine the most advantageous offering to the Department.

2.6 DISCUSSION/NEGOTIATION AND/OR ORAL PRESENTATION/PRODUCT DEMONSTRATION

After receipt of all proposals and prior to the determination of the award, the Department may initiate discussions with one or more Vendors should clarification or negotiation be necessary. Vendors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Vendors should be prepared to send qualified personnel to **Montgomery, Alabama**, to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Vendor’s expense.

2.7 BEST AND FINAL OFFER

The Department reserves the right to request a “best and final offer” for this RFP based on price/cost alone, from one or more Vendors if additional information is required to make a final decision. Vendors may be contacted asking that they submit their “best and final offer”, which must include any and all discussed and/or negotiated changes.

2.8 PUBLIC REQUESTS FOR INFORMATION

All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available to the public upon requests shortly after the signing of a contract(s) with the exception of: (1) trade secrets meeting the requirements of the Alabama Trade Secrets Act, that have been properly marked, separated, and documented; and (2) any financial information requested by the Department, unless prior written consent has been given by the Vendor.

2.9 COST OF PREPARING A PROPOSAL

The Department is not liable for any expense incurred by the Vendor in the preparation and presentation of their proposal or any other costs incurred by the Vendor prior to execution of a contract. All costs are the responsibility of the Vendor.

2.10 DEPARTMENT'S RIGHTS RESERVED

While the Department has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the Department to award and execute a contract. Upon determination such actions would be in its best interest, the Department, in its sole discretion, reserves the right to the following:

2.10.1 PRE-SELECTION DISCRETION

The Department reserves the right at its sole discretion, at any time and for any reason, to reject any or all of the proposals submitted in response to this RFP, or to cancel this RFP, if it is deemed by the Department to be in its best interest to do so.

2.10.2 POST-SELECTION DISCRETION

Upon selection of a proposal, the Department reserves the right, at its sole discretion, at any time and for any reason, to change its decision with respect to the selection and to select another proposal, or to cancel the RFP, if it is deemed by the Department to be in its best interest to do so.

2.10.3 WAIVERS

Notwithstanding the amendment provisions otherwise set forth herein, the Department reserves the right at its sole discretion, to waive any minor irregularity in an otherwise valid proposal which would not jeopardize the overall program and to award a contract on the basis of such a waiver in the event the Department determines that such award is in the best interest of the Department. Minor irregularities are those which will not have a significant adverse effect on the overall program cost or performance.

2.10.4 NEGOTIATIONS

The Department reserves the right to negotiate with any vendor whose proposal is within the competitive range, as specified in the RFP with respect to technical plan and cost, as well as to select a vendor other than the vendor offering the lowest price.

2.10.5 ADOPTION OF IDEAS

The Department reserves the right to adopt to its use all or any part, of a vendor's proposal and to use any idea or all ideas presented in a proposal.

2.10.6 ORAL PRESENTATIONS

The Department reserves the right to require some or all of the vendors to provide oral presentations of their proposals.

2.10.7 AMENDMENTS

The Department reserves the right to amend the RFP. Except as provided above with respect to "WAIVERS" made by the Department, all amendments to the RFP will be made by written addendum issued by the Department and posted to the web at www.dhr.state.al.us under this RFP link.

2.10.8 NO GUARANTEE OF CONTRACT

Selection of a proposal shall not be binding upon the Department and may or may not, at the Department's sole discretion, result in the Department entering into a contract with the vendor if it is in the best interest of the Department not to proceed with contract execution.

2.10.9 RIGHT TO INVESTIGATE AND REJECT

The Department may make investigations as deemed necessary to determine the ability of the Vendor to perform the services specified. The Department reserves the right to reject any proposal if the evidence submitted by, or investigation of, the Vendor fails to satisfy the Department that the Vendor is properly

SECTION 2: STANDARD INFORMATION

qualified to carry out the obligations of the contract. This includes the Department's ability to reject the proposal based on negative references.

2.10.10 DISCLAIMER

Issuance of this RFP does not constitute a commitment by the Department to select any proposal submitted in response to the RFP, or to award a contract to any vendor who responds to this RFP.

Note: All contracts awarded by this Department are subject to review and approval by the Legislative Oversight Committee and the Governor's Office.

SECTION 3: SCOPE OF PROJECT

3.0 SERVICE DESCRIPTION

Job Readiness Training, in accordance with the criteria set forth below, will be provided to individuals who are recipients of Family Assistance benefits. Proposed curriculums must incorporate a “personal responsibility” and “work-first” theme and must be directed toward equipping eligible individuals to overcome barriers to employment, to increase their marketable skills and employability, to gain or retain employment and to transition from welfare to work. Vendors may propose a variety of classroom approaches that incorporate a number of themes, including, but not limited to: effective job search, resume writing, interviewing skills, appropriate dress, workplace behavior, employer expectations, interpersonal skills, time management, problem solving skills, goal setting, job retention, career advancement, and attitude and motivation. Vendors must describe the approach to be taken by the proposed program.

Vendors must indicate plans to incorporate information about post-employment support services, such as the Earned Income Tax Credit (EITC), food stamps, Subsidized Childcare and DHR’S Short-term Employment Assistance (SEA) services. Vendors must describe the process for engaging individual participants in directed and supervised job searches prior to the end of the training session. Proposed programs must operate for a minimum of thirty hours per week and for a minimum of four weeks. Vendors will be responsible for the logistics surrounding training, including securing meeting space, supplies, and training needs for participants. Vendors will be required to monitor and document job readiness class attendance and must immediately notify (within one day) the county DHR JOBS unit when the client fails to show for the first class and/or is absent from subsequent classes. Vendors will be required to submit job readiness participation reports on a quarterly basis to State DHR and the county DHR office(s).

Vendors must describe outcome goals for the proposed service and measures that will be implemented to measure those outcomes. Job placement and job retention are the primary goals sought by DHR.

3.1 ELIGIBLE PARTICIPANTS

Individuals eligible for services under this procurement include current recipients of TANF cash assistance (Family Assistance) through the Department. Vendors will receive a written referral from the local County Department(s) of Human Resources certifying the individual’s current eligibility. The Department may, at its sole discretion, elect to expand the pool of potentially eligible participants if it is deemed by the Department to be necessary and appropriate to better serve the purposes of TANF.

3.2 APPLICABLE PROGRAM LAWS/REGULATIONS

The services to be provided as described in this RFP are subject to all federal and state laws, regulations, rules and procedures applicable to the receipt and expenditure of federal TANF and state funds, including, but not limited to:

- A. The HHS program regulations found at 45 CFR Parts 260-265 (hereinafter referred to as the “Regulations”);
- B. The HHS grant management common rule found at 45 CFR Part 92;
- C. The federal cost principles prescribed in Office of Management and Budget(OMB) Circular A-87; and
- D. All applicable Federal and State civil rights laws.

SECTION 4: PROPOSAL FORMAT AND INSTRUCTIONS

4.0 PROPOSAL REQUIREMENTS

Proposals must meet all requirements as specified in this RFP. Proposals must incorporate the specified structure and format; must be clear, detailed, and complete as to fully demonstrate that the prospective Vendor has a thorough understanding of the requirements for providing the services for this procurement. Statements that the Vendor understands, acknowledges, or can comply with the requirements/specifications, and statements paraphrasing the specifications are considered inadequate as are phrases such as “industry standards will be adhered to” and/or “standard procedures will be implemented”, or “research-based models will be used”. Proposals must clearly and adequately describe the concepts and methodologies to be implemented by the Vendor. Information must be clear, succinct, and easily understandable.

4.1 COMPLETENESS OF PROPOSALS

Selection(s) and award(s) will be based on the Vendor’s proposal and other items described in this RFP. Proposals should not include references to information located elsewhere, such as Internet websites. Information or materials presented by Vendors outside the formal response or subsequent discussion/negotiation or “best and final offer,” if requested, will not be considered, will have no bearing on any award, and may result in the Vendor being disqualified from further consideration.

4.2 PROPOSAL FORMAT

Proposals must be single-spaced, incorporating 1-inch margins, typed using Times New Roman (font), size 12 and printed/copied onto standard (8½ x 11) white typing/copier paper. *Double space between paragraphs.* All proposals must include labeled tabs that correspond with the bolded sections and subsections to which the information pertains. Vendors should avoid the use of elaborate presentations and binding materials beyond that sufficient to present complete and effective proposals.

4.2.1 COVER SHEET

The first page of each proposal must be the completed **Cover Sheet** (RFP cover sheet) with an original ink signature of the person(s) legally authorized to bind the vendor to the proposal. **Proposals without signatures of persons legally authorized to bind the vendor to the proposal will be rejected.** The cover sheet must also include the name of the contact person and contact information of the person authorized to act on behalf of the Vendor (do not number this page). Vendors must also provide their Federal Employer Identification Number. Vendors must denote the original proposal and copies by placing a check in the appropriate box on the cover sheet.

4.2.2 TABLE OF CONTENTS

The Cover Sheet should be followed by the **“Table of Contents”**, which should list all sections, subsections and page numbers.

4.2.3 TAXPAYER IDENTIFICATION NUMBER

The Table of Contents should be followed by the completed and signed **“Request for Taxpayer Identification Number”** form (*Appendix B*). All items on this form must be completed. (Do not number this page).

4.2.4 TECHNICAL PROPOSAL

Copies of Licenses/Certificates/Credentials should be followed by the **Technical Proposal**. Numbering of the proposal pages should begin with page 1 of the Technical Proposal. Page numbers should be placed in the left corner of the bottom margin. The Technical Proposal **must not exceed 50 pages**, and must prescribe to sections **4.2.5.1 through 4.2.5.4.6** below:

4.2.4.1 VENDOR QUALIFYING INFORMATION

4.2.4.1.1 Vendor Profile and Experience

The Vendor must specify how long it has been in the business of providing services similar to those requested in this RFP and under what company name. The Vendor must list all names it has used when conducting business. The Vendor must explain their expertise or history in the provision of such services or identify a nationally recognized model that has proven to be successful that will be used in the provision of services under this RFP. The Vendor must provide an organizational profile including: number of employees, and form of business (e.g. individual, sole proprietor, corporation, non-profit corporation, limited liability company.).

4.2.4.1.2 References

The proposing Vendor must provide a minimum of three (3) references for which it has performed similar services. In addition, the Vendor must provide a list, if any, of all current and past contracts with the Department and other state agencies including colleges/universities within the previous three-year period. These references may be contacted to verify Vendor's ability to perform the contract. The Department reserves the right to use any information or additional references deemed necessary to establish the ability of the Vendor to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

For each reference, the Vendor must provide: company/agency name of the reference; location where the services were performed (city, state); primary and secondary contact name, title, telephone number, and e-mail address; a brief description of the project; description of the Vendor's role in the project; and the start and end date of each project.

4.2.4.1.3 Project Staff/Resumes/Job Descriptions

The Vendor must submit a resume or job description detailing the level of education, experience, training, skills, etc. which emphasizes previous experience in the service area as described in this RFP for all key personnel who will be involved with the proposed project. The Vendor should indicate that it has sufficient staff to perform the services required in this RFP, if sufficient staff is not currently available, describe how staff will be obtained to provide the services and the timeline for obtaining the needed staff. Indicate the number of anticipated staff for each position title. List all professional licenses held by the vendor.

4.2.4.1.4 Staff Performance Evaluations and Training

Vendors must describe its staff development program regarding orientation, on-going staff evaluation and training that will be implemented throughout the contract period to ensure delivery of effective services that adhere to the Department's required performance standards.

4.2.4.2 VENDOR FINANCIAL STABILITY

Vendors must provide documentation of financial responsibility and stability by: providing financial statements, preferably audited, for the (insert number) consecutive years immediately preceding the issuance of this RFP; and providing copies of any quarterly financial statements that have been prepared since the end of the period reported by your most recent annual report.

4.2.4.3 METHOD OF PROVIDING SERVICES

4.2.4.3.1 Service Delivery Approach

The Vendor must provide a detailed description of the work plan and the methods to be used that will convincingly demonstrate to the Department what the Vendor intends to do, the number of participants to be served, the timeframes necessary to accomplish the work, and how the work will be accomplished. The Vendor must identify the county/region to be served by the proposed project.

4.2.4.3.2 Start-up Plan

The Vendor must include a detailed project schedule that is comprised of the detailed work plan for the entire project. This section should also include any proposed additions to the tasks outlined in the *Section 3: Scope of Work*.

4.2.4.3.3 Target Area

Vendors must identify the **specific county or counties** within which the services are proposed. If the services are proposed without regard to specific geographic boundaries, identify the target area as being **statewide**.

4.2.4.3.4 Justification

Vendors must address the factual basis of need for the proposed service within the designated target area, including the pertinent TANF caseload data and the nature and availability of employment in the target area.

4.2.4.3.5 Collaboration

Vendors must describe collaborative relationships with all agencies with whom they collaborated regarding the strategy and design of the proposed service, the level of involvement of each collaborating agency and how the Vendor plans to document ongoing collaborations with the local County Department(s) of Human Resources and other relevant partners. Letters of support for the proposed service that provide information about Family Assistance caseloads and potential participants, as well as the need for the proposed services, in the areas to be served are required, and should be included as an attachment.

4.2.4.3.6 Operation (Work Plan)

Vendors must provide information about the expected implementation schedule to include the number of hours and number of weeks for classroom session, should a contract be awarded. Vendors must also describe the schedule for the proposed service, how the service will be made available and delivered to the target population, and a summary of participation requirements. Also, include a description of how daily attendance will be documented and how relevant County Department(s) of Human Resources staff will be notified of participant absence in a prompt manner.

4.2.4.3.7 Number to be Served

Vendors must specify the number (unduplicated count) of eligible individuals to be served over the course of a 12-month period.

4.2.4.3.8 Participation Reports

Vendors will be required to submit job readiness participation reports on a quarterly basis to State DHR and the county DHR office(s).

4.2.5.3.9 Assessment of Benefits and Impact

Describe the process that the Vendor will use to assess the proposed services to determine if the expected benefits and their impact have occurred. Include on-going plans to continuously assess and modify services to better meet the needs of the target population. The assessment methodology must measure and monitor the effectiveness of the proposed service (including post-service delivery follow-up). Vendors must identify benchmarks against which measurements will be made and how and with what frequency specific outcomes will be reported to the Department and to other relevant partners. Vendors must provide the Department with meaningful indicators that funded projects are making satisfactory progress toward desired goals.

4.2.5.3.10 Office Location

The Vendor must provide the physical address of the Vendor's office that will be responsible for maintaining records and performing services under a contract with the Department in the event the Vendor becomes the Contractor.

4.2.5.3.11 Past and Present Contractual Relationships with the Department

The Vendor shall describe any past or present contractual relationship it may have or have had with the Department or any other state agency during the past three years. If the Vendor, its predecessor, or any party named in the Vendor's responses to this Section has contracted with any department within the State Government during the past three years, identify the contract number and/or other information available to identify such contract(s). If no such contracts exist, so declare. If any party named in the Vendor's response to this RFP was an employee of the State in the past two years, identify the individual(s) by name, state agency by which employed, job title of position held with the State, and separation date. If no such relationship exists, so declare.

4.2.5.3.12 Contract Performance

If the Vendor, or any proposed Subcontractor, has had a contract terminated for default during the past five years, all such instances must be described as discussed below. Termination for default is defined as notice to stop performance delivery due to the Vendor's nonperformance or poor performance and the issue was either (a) not litigated due to inaction on the part of the Vendor; or (b) litigated and such litigation determined the Vendor to be in default. Submit full details of all terminations for default experienced by the Vendor during the past five years, including the other party's name, address, and telephone number. Present the Vendor's position on the matter. The Department shall evaluate the facts and may, at its sole discretion, reject the Vendor's Proposal if the facts discovered indicate that completion of a contract resulting from this RFP may be jeopardized by selection of the Vendor. If the Vendor has experienced no such terminations for default in the past five years, so declare. If at any time during the past five years, the Vendor has had a contract terminated for convenience, non-allocation of funds, or any other reason, which termination occurred before completion of all obligations under the initial contract provisions, describe fully all such terminations including the name and address of the other contracting party and the circumstances surrounding the termination. If no such early terminations have occurred, so declare.

Failure to report on the foregoing or if the information furnished is determined to be inaccurate, whether by omission or commission, shall result in rejection of the Vendor's Proposal.

4.2.5.4 VENDOR CERTIFICATIONS

Vendors must submit a statement attesting that they warrant and represent to the Department that the vendor accepts and agrees with all certifications and terms and conditions of this RFP. Further, by submitting a response to this RFP, the vendor certifies to the Department that they are legally authorized to conduct business within the State of Alabama and to carry out the services described in this document.

4.2.5.4.1 Revolving Door Policy

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees is a current employee of the Department, and none of the said individuals have been employees of the Department in violation of the revolving door prohibitions contained in the state of Alabama ethics laws.

4.2.5.4.2 Debarment

Vendors must attest that neither the vendor nor any of the vendor's trustees, officers, directors, agents, servants or employees (whether paid or voluntary) is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension."

4.2.5.4.3 Standard Contract

The vendor must agree to the use of the Department's standard contract document. The vendor will further comply with all the terms and conditions of that document, including, but not limited to, compliance with the Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, Alabama Act No. 2000-775 (governing individuals in direct service positions who have unsupervised access to children), the Health Insurance Portability and Accountability Act of 1996 (HIPPA) as applicable, and all other federal and state laws, rules and regulations applicable to receiving funds from the Department to carry out the services described in this RFP. Further, any contract executed pursuant to the RFP must be subject to review by the Department's legal counsel as to its legality of form and compliance with State contract laws, terms and conditions, and may further be subject to review by the Alabama Legislative Contract Review Committee, Examiners of Public Accounts, the State Finance Director and the Office of the Governor.

4.2.5.4.4 Charitable Choice (applies to faith-based organizations only)

The vendor must attest that funds received as a result of this procurement will not be used for sectarian instruction, worship, proselytizing or for any other purely religious activities that are not directed toward the secular social goals related to the services described in this RFP. The vendor must agree to serve all eligible members of the public without regard to their religious beliefs and, further, must not require clients' active participation in any religious practice. (In carrying out the said services, the vendor will remain independent from federal, state and local governments; will retain control over the expression of its religious beliefs, and is NOT required to remove its religious writings or symbols or to alter its internal governance as a condition of doing business with the Department.)

4.2.5.4.5 Financial Accounting

Vendors must agree that the vendor's accounting system will be consistent with General Accepted Governmental Accounting Principles (GAAP). The vendor must maintain sufficient financial accounting records documenting all funding sources and applicable expenditure of all funds from all sources.

4.2.5.4.6 Vendor Work Product

The Vendor must attest that the proposal submitted in response to this document is the work product of said vendor. If the proposal is determined not to be the work product of the vendor, the proposal may, at the Department's sole discretion, be rejected.

4.2.5 ATTACHMENTS

Vendors must include all applicable forms identified below as attachments (i.e., Attachment A, B, C, etc), applicable forms must follow the Technical Proposal.

4.2.5.1 LEGAL STATUS FORM

The Technical Proposal must be followed by a copy of the **Legal Status Form**.

4.2.5.2 DISCLOSURE STATEMENT

The Legal Status Form must be followed by a completed copy of the **Disclosure Statement**.

4.2.5.3 TRADE SECRET AFFIDAVIT

The Disclosure Statement must be followed by a completed copy of the **Trade Secret Affidavit (Appendix C)**, if applicable.

Note: The Technical Proposal is followed by the Cost Proposal.

SECTION 5: COST PROPOSAL

5.0 PROGRAM BUDGET

Cost proposals must include a detailed line-item budget using the **Cost Reimbursement Budget or Fixed Rate Budget** forms (*See Appendices D and F*), as applicable, in accordance with its instructions. (The budget must not include any costs associated with the purchase of equipment). Costs associated with the proposed services, such as meeting space, supplies, and other training needs, are the responsibility of the Vendor and should be factored into the budget; however, meeting space in the DHR office may be made available on a cost-free basis for short-term training programs, at the sole discretion of the county DHR Director.

5.1 INDIRECT COSTS

If the budget accompanying the proposal is a line item, Cost Reimbursement Budget, the Vendor may only include indirect costs if they have a federally approved Indirect Cost Rate. The Department reserves the right to disallow any or all indirect costs. However, if the Department approves the costs, such costs may reflect an amount not to exceed the appropriate prorated share of the Vendor's actual federally approved rate or 10%, whichever is less. Any approval by the Department of such costs is subject to the following constraints:

- A. Vendors must be able to document that such costs are incurred in addition to the direct costs outlined in the Program Budget. No undocumented costs will be allowed.
- B. The same cost may not be charged as both a direct and indirect cost.
- C. Vendors must demonstrate that like costs are allocated consistently across all benefiting cost objectives. For example, the Vendor may not charge telephone costs as a direct cost to the Department for the proposed service and, at the same time, allocate such costs for one or more other programs administered by the Vendor as an indirect cost.

5.2 BUDGET ADDENDUM

5.2.1 DETAILED LINE-ITEM BUDGET

Vendors submitting a detailed line item "Cost Reimbursement Budget" forms must include the following forms, as applicable and descriptions in their proposal, in the following order:

- A. The "Use Allowance – Equipment" form (See Appendix H), in the event the Vendor's budget includes costs for the use of equipment owned by the Vendor. The Vendor may elect to recoup its cost for such equipment through a depreciation allowance rather than through the use allowance. If the depreciation allowance is selected, the annual depreciation amount must be based on the original purchase price (as documented by a copy of the original invoice) minus the actual documented salvage value, or 10% of the original purchase price, whichever is less, to obtain the net cost basis. The net cost basis must then be divided by the useful life of the equipment, which is five (5) for both the use allowance and the depreciation allowance, to obtain the annual depreciation amount. Under either option, the proposal must include a copy of the original invoice reflecting the original purchase price, date of purchase and, if available, a statement from the original vendor as to the salvage value of the equipment.
- B. The "Use Allowance – Space" form (See Appendix J), in the event the Vendor's budget includes costs for the use of space owned by the Vendor.

SECTION 5: COST PROPOSAL

- C. The Statement of Comparable Rent form (See Appendix L) in the event the Vendor's budget includes costs associated with rent or lease. (The budgeted amount must not exceed the lesser of three certified statements completed in accordance with the form's instructions.)
- D. In addition, include in the following order, as applicable, a copy of:
 - 1. The rent or lease agreement;
 - 2. A detailed itemized list of equipment, if any, and any associated invoices, salvage value statements, equipment lease agreement(s) and maintenance agreement(s);
 - 3. A detailed itemized list of the types of supplies, if any, included in the proposed budget;
 - 4. Proposed subcontracts including a narrative of services to be performed by the subcontractor and budgets.

5.3 BUDGET NARRATIVE

Cost Proposals must include a budget narrative, **not to exceed 5 pages**.

5.3.1 DETAILED LINE-ITEM BUDGET

The budget narrative must explain the nature and requisite need for the amounts proposed in each budget line item, explaining the methodology for determining each cost.

- A. The narrative must describe how the proposed personnel costs compare to other personnel costs incurred by the Vendor in other programs, if any, and to similar labor costs elsewhere within the local market.
- B. If the Vendor elects to budget costs associated with depreciation for equipment owned by the Vendor, the budget narrative must also include a detailed description of the depreciation formula used to calculate the budgeted allowance.

5.3.2 FIXED RATE BUDGET

The budget narrative must assure the Department that the budgeted rate(s) do not exceed the rate(s) the Vendor charges other organizations, agencies or individuals to whom the proposed service is otherwise provided.

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria based on a **maximum possible value of 1,000 points**. Proposals failing to meet the requirements of this RFP may be deemed non-responsive or subject to point deductions. The point value assigned to each component of the **Technical Proposal and Cost Proposal** will be based on the following scoring scale:

Category	RFP Section	Point Value
Vendor Qualifying Information		30 % of points for a possible 300 points
A. Vendor Profile and Experience	4.2.5.1.1	150
B. References	4.2.5.1.2	15
C. Project Staff/Resumes/Job Descriptions	4.2.5.1.3	50
D. Staff Performance Evaluations and Training	4.2.5.1.4	50
E. Background Checks	4.2.5.1.5	25
F. Vendor Financial Stability	4.2.5.2	10
Method of Providing Services		45 % of points for a possible 450 points
A. Service Delivery Approach	4.2.5.3.1	250
B. Start-up Plan	4.2.5.3.2	100
C. Assessment of Benefits and Impact	4.2.5.3.3	50
D. Office Location	4.2.5.3.4	20
E. Past and Present Contractual Relationships with the Department	4.2.5.3.5	10
F. Contract Performance	4.2.5.3.6	10
G. Vendor Certifications	4.2.5.4.	10
Cost Proposal		25 % of points for a possible 250 points
A. Cost Proposal	5.0	250

APPENDIX A: STANDARD TERMS AND CONDITIONS

By submitting a response to request for proposal or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF PROPOSALS: The Department reserves the right to accept or reject any or all proposals, wholly or in part, and to make awards in any manner deemed in the best interest of the Department. Proposals will be firm for 180 days, unless stated otherwise in the text of the request for proposal.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the Department, Legislative Auditor, or authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the Department or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the Department's solicitation document and a vendor's response, the language contained in the Department's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the Department.

AUTHORITY: The following request for proposal, limited solicitation, or contract is issued under authority of Section 41-16-72 of the Alabama Code (Act 2001-956, 2001 3rd Sp. Sess., p 817, §1.)

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, department, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. The contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

DEBARMENT: The contractor certifies, by submitting this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the Department.

DISABILITY ACCOMMODATIONS: The Department does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals, who need aids, alternative document formats, or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will not be accepted for requested for proposals or limited solicitations.

FAILURE TO HONOR PROPOSAL: If a vendor to whom a contract is awarded refuses to accept the award (contract) or, fails to deliver in accordance with the contract terms and conditions, the Department may, in its discretion, suspend the vendor for a period of time from entering into any contracts with the Department.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to hold the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except for acts of omission resulting from the sole negligence of the Department, under this agreement.

LATE PROPOSALS: Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

REGISTRATION WITH THE PURCHASING DIVISION: Any business intending to transact business in Alabama must register with the Alabama Purchasing Division by completing the Vendor Disclosure Statement. A copy of the Vendor Disclosure Statement can be downloaded from the Purchasing website at www.purchasing.alabama.gov.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SOLICITATION DOCUMENT EXAMINATION: Vendors must promptly notify the Department of any ambiguity, inconsistency, or error, which they may discover upon examination of a solicitation document.

TERMINATION OF CONTRACT: Unless otherwise stated, the Department may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

UNAVAILABILITY OF FUNDING: The Department, at its sole discretion, may terminate or reduce the scope of the contract if available funding is reduced for any reason.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

STATE OF ALABAMA
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER
STATE COMPTROLLER'S OFFICE

1. In PART 1 below provide your Tax Identification Number and check FEIN or SSN. Also provide the name and address to which payments should be sent. In addition, provide the name of the legal signatory authority for your organization (the individual authorized in your Constitution and/or By-laws to legally obligate the organization, for example, sign a contract on behalf of the organization).
2. Circle the business designation that identifies your type of trade or business in PART 2.
3. Sign and return this form as part of the response to the RFP:

NAME & TITLE OF LEGAL SIGNATORY AUTHORITY: _____

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APPENDIX C: TRADE SECRET AFFIDAVIT

Alabama Department of Human Resources

AFFIDAVIT FOR TRADE SECRET CONFIDENTIALITY

DEPARTMENT OF _____)

)ss.

County of _____)

_____ (Affiant), being first duly sworn under oath, and representing
_____ (hereafter "Vendor"), hereby deposes and says that:

1. I am an attorney licensed to practice in the State of _____, representing the Vendor referenced in this matter, and have full authority from the Vendor to submit this affidavit and accept the responsibilities stated herein.

2. I am aware that the Vendor is submitting a proposal to the Alabama Department of Human Resources for RFP # _____. Public agencies in Alabama are required by Alabama law to permit the public to examine documents that are kept or maintained by the public agencies, other than those legitimately meeting the provisions of the Alabama Trade Secrets Act, Alabama Code Section 8-27-1, and that the Department is required to review claims of trade secret confidentiality.

3. I have read and am familiar with the provisions of the Alabama Trade Secrets Act, am familiar with the case law interpreting it, and understand that all information received in response to this RFP will be available for public examination except for:

- (a) trade secrets meeting the requirements of the Act; and
 - (b) information requested by the Department to establish vendor responsibility
- unless prior written consent has been given by the vendor.

4. I am aware that in order for the Vendor to claim confidential material, this affidavit must be fully completed and submitted to the Department, and the following conditions must be met by the Vendor:

- (a) information to be withheld under a claim of confidentiality must be clearly marked and separated from the rest of the proposal;
- (b) the proposal may not contain trade secret matter in the cost or price; and
- (c) the Vendor's explanation of the validity of this trade secret claim is attached to this affidavit.

5. I and the Vendor accept that, should the Department determine that the explanation is incomplete, inadequate or invalid, the submitted materials will be treated as any other document in the department's possession, insofar as its examination as a public record is concerned. I and the Vendor are

solely responsible for the adequacy and sufficiency of the explanation. Once a proposal is opened, its contents cannot be returned to the Vendor if the Vendor disagrees with the Department's determination of the issue of trade secret confidentiality.

6. I, on behalf of the Vendor, warrant that the Vendor will be solely responsible for all legal costs and fees associated with any defense by the Department of the Vendor's claim for trade secret protection in the event of an open records request from another party which the Vendor chooses to oppose. The Vendor will either totally assume all responsibility for the opposition of the request, and all liability and costs of any such defense, thereby defending, protecting, indemnifying and saving harmless the Department, or the Vendor will immediately withdraw its opposition to the open records request and permit the Department to release the documents for examination. The Department will inform the Vendor in writing of any open records request that is made, and the Vendor will have five working days from receipt of the notice to notify the Department in writing whether the Vendor opposes the request or not. Failure to provide that notice in writing will waive the claim of trade secret confidentiality, and allow the Department to treat the documents as a public record.

Documents that, in the opinion of the Department, do not meet all the requirements of the above will be available for public inspection, including any copyrighted materials.

Affiant's Signature

Signed and sworn to before me on _____ (date) by _____
_____. (Affiant's name).

Name of Notary Public: _____ for the

Department of: _____

My Commission Expires: _____

Place seal here.

APPENDIX D: COST REIMBURSEMENT BUDGET FORM

SEE EXCEL ATTACHEMENT A

APPENDIX E: INSTRUCTIONS FOR COST REIMBURSEMENT BUDGET FORM

Each line item in the budget must reflect the **total planned combined project cost** for that line item. Page 1 represents a summary of the totals from the remaining pages. All departmental funds are subject to the constraints set forth in the contract, the Contract Compliance Requirements document, all other departmental directives and the instructions set forth herein.

Approval of the budget does not constitute approval to actually incur any expenditure designated as requiring Department's prior written approval. For the budget items so designated, the Department's prior written approval must be obtained before the expense is actually incurred.

PAGE 1

Contract Number: *To be assigned by DHR.*

Taxpayer ID: *Self-explanatory.*

Agency: *Self-explanatory.*

Address: *Self-explanatory.*

Project Title: *Self Explanatory.*

Budget Period: *The period during which the budget will be in effect, normally the fiscal year, October 1 through September 30, unless otherwise advised by the Department.*

Include the totals for the seven budget sections from pages 2-3. In addition, include the following additional items:

8. **TOTAL PROJECT FUNDING:** Enter the sum of lines 1-7. This should reflect the total amount of funds from all funding sources to be used to fund the project.
9. **LOCAL SHARE:** Enter the total amount of local funds from all non-federal sources (including in-kind contributions) to be used, in whole or in part, to fund the project. Itemize the sources and amounts under the Comments section.
10. **OTHER FEDERAL SHARE:** Enter the total amount of federal funds received from sources other than DHR to be used, in whole or in part, to fund the project. Itemize the sources and amounts under the Comments section.
11. **MAXIMUM DHR SHARE:** Subtract lines 9 (Local Share) and 10 (Other Federal Share) from line 8 to reflect the maximum DHR share of the total budgeted project funding.
12. **PERCENT DHR SHARE:** Enter the DHR share as a percent of the total project funding by dividing line 11 by line 8.

COMMENTS: Itemize, as applicable, the sources and amounts of all funds represented in lines 9 and 10 above. In addition, include, as applicable, a brief description of the nature of each income-generating activity planned. NOTE: Contractors must obtain the Department's prior approval to earn program income in the course of administering the project. (See the Contract Compliance Requirements document for additional instructions pertaining to earning and accounting for program income.)

Note: on the budget line items represented on pages 2 and 3 of the budget form, designate clearly all budget line items that represent costs in which DHR will not participate in whole or

in part, i.e., in-kind costs, unallowable costs, etc. All costs for the line items so designated must be paid in full with non-DHR funds.

PAGE 2

PERSONNEL: Itemize each type position separately. In addition, itemize each like position with different annual salary amounts or different percentages of time spent on the project. Attach an additional sheet if necessary (use the same column headings).

- A. **Number of Persons** – List the number of persons having same position, salary, percent (%) time worked on project, and months or pay periods to be employed.
- B. **Position** – Give the Position Title. Designate part-time employees by placing (PT) after position title.
- C. **Gross Salary Per Pay Period** – Show total projected salary per pay period (monthly, biweekly, weekly or hourly rate) and indicate the pay period method used. This should reflect the pay period method that will actually be used to pay the employee. Include any anticipated salary increases. When a salary increase is anticipated during budget year, show the position for the number of pay periods at each salary level.
- D. **Percent (%) Time on Project** – Show the percentage of time employee works on this project.
- E. **Pay Periods to be Employed** – Show pay periods to be worked at each salary level.
- F. **Cost** – Multiply A x C x D x E to arrive at Total Cost. Total all staff position costs to arrive at personnel subtotal.

Example:

A. Number of Persons	B. Position Description	C. Gross Salary Per Pay Period	D. %Time	E. Pay Periods on Project	F. Cost to be Employed
1	Director	\$900 (Month)	100	8	\$7,200
		950 (Monthly)	100	4	3,800
4	Aides	200 (biweekly)	100	26	20,800
1	Bookkeeper	4.50 (hourly)	50	2080	4,680
Subtotal					\$36,480

Fringe Benefits: Itemize fringe benefit costs and insert the appropriate subtotal.

Total Personnel: Add the subtotals for personnel and fringe benefits.

SUBCONTRACTS Itemize individually each subcontract for a major component of the contract program, including, but not limited to, program administration, determining eligibility for services, etc. Attach an additional sheet if necessary and use the same column headings. **All subcontracts require the Department's prior written approval.** (See the Contract Compliance Requirements document for additional instructions.) **Do NOT include** costs associated with maintenance agreements, lease agreements, financial audits, data processing services, contract labor or other services for which there is a specific budget line item.

PAGE 3

TRAVEL This is to be used for staff travel. In-state consists of travel within the State of Alabama, directly related to, and required in the performance of, an employee's duties under the current contract. **Eligible in-state travel will be reimbursed at the authorized State mileage and per diem rates in effect at the time the cost is actually incurred.** (Rates are available from the Department upon request.) **All out-of-state travel requires the Department's prior written approval.** Only reasonable and actual expenses incurred for out-of-state travel are allowable.

SPACE

Telephone: Actual costs are to be budgeted when used solely for the contract program. When the contract program is part of a larger operation, the monthly charges should be prorated based on sound accounting principles. A long distance log must be maintained to document long-distance charges to be billed to the program. **Do NOT include deposit fees or the cost of purchasing telephones or telephone networks or systems.**

Rent/Lease: Rent is allowable pursuant to federal guidelines. Three statements of comparable rent (FM-04) are required and the lowest rent statement will be used as the maximum allowable rent. These statements should be maintained on file at the agency. Rent should be prorated according to the square footage occupied by overall operation when the project is only one component of a larger program. The above form is available from the Department upon request.

Use Allowance: To be used when the program occupies a building that it owns. A Use Allowance – Space form (FM-05) and three comparable rent statements (FM-04) are required and should be maintained on file at the agency. Copies of these forms are available from the Department upon request.

Utilities: Include all utilities associated with power, gas and water. These costs should be prorated on the same basis as rent. **Do not include such costs as Cable TV, cell phone, telephone or Internet access.**

Upkeep (buildings/grounds): Include costs for persons such as a janitor, lawn-keeper or maintenance person when the person is not otherwise an employee. **Do NOT include any costs that are the responsibility of the owner or lessor.**

Minor Repairs: Include only minor repairs. An example of a minor repair is replacing broken window panes or painting an office. Renovations such as constructing a new wall, remodeling a room, etc., are not allowable. **Do NOT include any costs that are the responsibility of the owner or lessor. All repairs to facilities require the Department's prior written permission, regardless of the cost of the repair.**

Other (specify): Items must not otherwise be the responsibility of the property owner or lessor. Itemize and be specific.

SUPPLIES

NOTE: COMPETITIVE BIDS MAY APPLY.

Office Supplies: Include general office supplies, for example, pencils, paper, carbon paper, erasers, etc.

Custodial Supplies: Include only supplies related to janitorial/custodial work, for example, cleaning supplies, mops, brooms, dust pans, etc.

Other (specify): Include an itemized listing and detailed description of each item. Attach a separate itemized listing as needed.

EQUIPMENT The Department's prior written approval is required before procuring any equipment, regardless of the cost, with funds received under the contract. Attach an itemized listing for equipment represented in the following line items and include detailed identifying information for each item, for example, make, model, serial number, model number, cost, inventory number and the name of the user.

Rental/Lease: Include, as applicable, all costs associated with the rental or lease of equipment. (An itemized list must be attached, as described above.)

Use Allowance: A use allowance for equipment owned by the contractor and used in the contract program may be included in lieu of the depreciation allowance only if the equipment is not purchased in whole or in part with contract funds or with other Federal/State funds. An FM-06 "Use Allowance – Equipment" form is required and should be maintained on file by the contractor for all use allowances for equipment billed under the contract. No use allowance is allowable on any equipment item that is fully depreciated.

Depreciation: A depreciation allowance, as described in the Contract Compliance Requirements document, may be included in lieu of a use allowance for equipment owned by the contractor and used in the contract program only if the equipment is not purchased in whole or in part with contract funds or with other Federal/State funds. Reference the Contract Compliance Document for the appropriate methodology for calculating the applicable amount of depreciation. No depreciation is allowable on any equipment item that is fully depreciated. (An itemized list must be attached, as described above.)

Repairs: Include reasonable costs associated with repairs related to equipment used by the program. **Repairs that equal or exceed \$200 require the Department's prior written permission.** (An itemized list must be attached, as described above.)

Other (specify): Itemize, as applicable, and be specific. (Attach a separate sheet as needed.)

OTHER

Liability Insurance: Include only the premium costs for insurance policies required under the contract with the Department.

Vehicle Maintenance: Include only the costs for operating and maintaining vehicles owned by the agency that are used in the course of performing services under the contract. Include only routine costs such costs as gas, oil, etc.

Printing: Include the cost incurred in the course of performing services under the contract.

Indirect Cost: Include all indirect costs allocable to the Department. This must reflect anticipated actual indirect costs. **(General admin fees are not allowable.) Attach a detailed itemized listing that describes each cost item that makes up this line item.**

Other (specify): Include miscellaneous costs such as postage, audit (requires the Department's prior approval) bank stop payment fees, etc., **but do not include any item for which a space is otherwise provided elsewhere in the budget.**

NOTES: Funds designated within budget line items 1 (personnel), 2 (subcontracts) or 6 (equipment) may not be exceeded without the Department's prior written approval. These type changes, as well as changes in the budgeted salary amounts, require a budget amendment.

Funds within budget line items 3 (travel), 4 (space), 5 (supplies) and 7 (other) may be transferred among those same line items as needed in order to accommodate fluctuations in actual expenditure patterns, provided there is no change in the overall budget total. These type changes do not require a budget amendment, unless they would result in the overall budget total being exceeded.

APPENDIX F: FIXED RATE BUDGET FORM

SEE EXCEL ATTACHEMENT B

APPENDIX G: INSTRUCTIONS FOR FIXED RATE BUDGET FORM

All budgeted funds are subject to the constraints set forth in the contract, the Contract Compliance Requirements document, all other departmental directives and the instructions set forth herein.

Contract Number: *To be assigned by the Department.*

Taxpayer ID: *Self-explanatory.*

Agency: *Self-explanatory.*

Address: *Self-explanatory.*

Project Title: *Self Explanatory.*

Budget Period: *The period during which the budget will be in effect, normally the fiscal year, October 1 through September 30, unless otherwise advised by the Department.*

A (SERVICE DESCRIPTION)	List each unit of service to be provided under the contract using a brief descriptor, for example, Enter the total amount of non-DHR funds to be used to pay in whole or in part for any cost associated with the project.
B (RATE PER UNIT)	Enter the agreed upon cost rate per unit of service.
C (NUMBER OF UNITS)	Enter the number of units of service to be provided, as applicable, for the item listed in Column B.
D (TOTAL COST)	Multiply Column C times Column B, as applicable.
MAXIMUM DHR FUNDING	Enter the sum of Column D.

Project _____
Title: _____ Address: _____

I hereby certify that the information contained on this form as to the cost of equipment (excluding federal funds) is true and correct to the best of my knowledge.

Signed: _____

Title:

APPENDIX I: INSTRUCTIONS FOR USE ALLOWANCE – EQUIPMENT FORM

This form is to be used to compute a use allowance for equipment owned by contract agencies (excluding equipment purchase in whole or in part with federal funds) and to be used in the contract program used privately owned space. **No use allowance may be charged on any equipment item that is fully depreciated (over five years old).**

List the number assigned to the equipment, item of equipment and the date acquired in the spaces provided.

1. Cost – Show the actual cost of the equipment item (**excluding federal funds**) in the space provided. Do NOT include in this cost items which will not be used by the program.
2. Percent of Use by Project – For equipment items used in more than one project, compute the percentage of time attributable to this contract program.
3. Annual Allowance – Multiply the cost by 6 2/3% by Percent of Use by Project to determine the annual allowance.
4. Total Use Allowance Applicable to Facility – Add the annual allowance column to arrive at this figure and list in FM-2 under Equipment (use allowance).

DEPRECIATION ALLOWANCE

In lieu of a use allowance, a contractor may opt to charge a depreciation allowance for the equipment described above. The maximum annual depreciation allowance is the cost (as described above) less the documented salvage value (or 10% if actual salvage value is not available) divided by the useful life of the equipment (5 years), as follows:

STEP 1:	Cost (as described above)
	- <u>Salvage Value (or 10%)</u>
	= Net Cost
STEP 2:	Net Cost
	/ <u>Useful Life (5)</u>
	= Gross Annual Depreciation Allowance
STEP 3:	Gross Annual Depreciation Allowance
	X <u>Percent time used this contract program</u>
	= Net Annual Depreciation Allowance

STEP 4: Divide the NET annual depreciation allowance from STEP 3 by 12 to derive the monthly depreciation allowance attributable to this contract program and include the monthly depreciation amount on the FM-02 (Cost Reimbursement Budget) under Equipment (depreciation allowance). **No depreciation allowance is permitted on any equipment item that is fully depreciated (older than 5 years).**

APPENDIX J: USE ALLOWANCE - SPACE

Project Title: _____ Name and Location of Building: _____

Name and Location of Building: _____

Type Construction	Date Acquired	Cost (Excluding Land & Federal Funds)	Rate	Annual Allowance
			2%	\$

Other Expenses Applicable to Entire Building (Specify Nature):

	\$	
	\$	
	\$	
	\$	\$

Total Expenses Applicable to Entire Building: \$

Total usable square feet:

Annual cost per square foot (divide total expense by total square feet)

Square feet to be used by project (details below)

Pro rata annual cost to project (annual cost per square foot X square feet Occupied by project) \$

Percent of time chargeable to this project: x %

TOTAL COST APPLICABLE TO PROJECT: \$

SQUARE FEET TO BE USED BY PROJECT:

<u>Number and Type of Rooms</u>	<u>Size</u>	<u>Square Feet</u>

TOTAL SQUARE FEET:

APPENDIX J: USE ALLOWANCE - SPACE

I hereby certify that the information shown in detail above as to the cost of the building (excluding land and federal funds) and any other cost applicable to the building is true and correct to the best of my knowledge.

Signed: _____

Title: _____

APPENDIX K: INSTRUCTIONS FOR USE ALLOWANCE FORM – SPACE

This form is to be used to compute a use allowance (in lieu of rent) for privately owned space.

5. Cost – Show actual cost, excluding land and federal funds. Where actual cost records have not been maintained, a reasonable estimate of the original acquisition cost may be used in the computation. It is suggested that architects in the area be consulted.
6. Annual Allowance – Compute by multiplying the cost by the annual rate of 2%.
7. Other Expenses Applicable to Entire Building – This may include utilities, janitorial services, garbage collections, etc., when these costs are prorated to other projects on this basis.
8. Total Usable Square Feet – Show total usable square feet for the entire building.
9. Annual Cost per square Foot – Divide total expense by total square feet.
10. Square Feet to be Used by Project – List total square feet as computed on bottom of FM-05 under “Square Feet to be Used by Project.”
11. Pro Rata annual Cost to Project – Multiply annual cost per square foot by square feet occupied by project.
12. Percent of Time Chargeable to This Project – This time would normally be shown at 10%. However, when the same space is being utilized by two or more separate projects, the percent of time must be prorated between the projects sharing the space. The amount of time applicable to this project would be divided by the total time the space is occupied by all projects to arrive at this percentage.
13. Total Cost Applicable to Project – Multiply Pro rata Annual cost to Project by Percent of Time Chargeable to this Project to determine the total certified cost applicable to the project. List this amount in the space provided on FM-02 under Space.
14. Square Feet to be Used by Project – Compute the number of square feet applicable to the project for each room as indicated and show the total square feet in the space provided.

APPENDIX L: COMPARABLE RENT FORM

STATEMENT OF COMPARABLE RENT

The monthly charge for service and maintenance cost is not in excess of rent for comparable space and facilities in this community, and in support of this is given below a statement to this effect:

Name: _____ City: _____

Qualifications: _____
(Realtor, Bank Official, Individual familiar with Rental Rates)

STATEMENT

TO: ALABAMA DEPARTMENT OF HUMAN RESOURCES

I have examined the space occupied by the _____
(Project Name)
_____ or am acquainted with the space from personal knowledge,
and it is my opinion that current rental in this community for similar space with comparable services
and facilities (as set forth below) in a privately owned building would be at a cost per month of
\$ _____. (Please provide a monthly cost.)

Date: _____ Signed: _____

Space occupied (excluding halls and rest rooms): _____ square feet.

Facilities furnished: _____

APPENDIX M: INSTRUCTIONS FOR COMPARABLE RENT FORM

STATEMENT OF COMPARABLE RENT – NON-PUBLIC BUILDING

This form is to be completed by programs occupying space in private (non-public) buildings. Rent cannot be paid on publicly owned buildings.

Contractors are to have three (3) statements completed by realtors or bank officials submitted with the FM-02 (Cost Reimbursement Budget) form. The title and qualifications of persons making such estimates should be included.

Public contractors are to have three comparable rent statements completed and submitted with form FM-05 (Use Allowance – Space) and Form FM-02 (Cost Reimbursement Budget).

Persons completing this form must have no financial interest in the building to be occupied.